

**AMENDMENT CONTRACT #4 TO THE CONTRACT FOR SPECIAL SERVICES  
BY MARINE RESEARCH SPECIALISTS FOR ENVIRONMENTAL STUDIES  
STANDBY ROSTER**

**AMENDMENT #4A TO CONTRACT #4 FOR EIR PREPARATION ON THE  
PHILLIPS 66 SANTA MARIA REFINERY RAIL DEVELOPMENT PLAN /  
COASTAL DEVELOPMENT PERMIT**

THIS CONTRACT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014,  
by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the  
State of California [hereafter "County"], through its Environmental Coordinator [hereafter  
"Coordinator"] and Marine Research Specialists, a California Corporation [hereafter  
"Consultant"].

**WITNESSETH:**

WHEREAS, on April 19, 2011, Consultant and County entered into a retainer-type  
contract with the intention of executing subsequent contract amendments for individual  
projects as the need arises [hereinafter "Primary Contract"]; and

WHEREAS, the County has authorized the preparation of an Environmental Impact  
Report for the proposed project identified as Phillips 66 Santa Maria Refinery Rail  
Development Plan / Coastal Development Permit DRC2012-00095, ED12-201  
[hereinafter "Project"], which lies in the County of San Luis Obispo, and is more  
precisely located on the plat attached to the Original Agreement as Exhibit "A"; and

WHEREAS, on August 6, 2013 the County and Consultant entered into Amendment  
Contract #4 to the Primary Contract for consultant services to prepare an Environmental  
Impact Report [hereafter "Original Agreement"] for the Project based on a scope of  
work, which is reflected in Exhibit B attached to the Original Agreement and  
incorporated herein by reference; and

WHEREAS, after extensive review and discussion of public comments received on  
the 2013 Draft Environmental Impact Report, the County determined it was necessary  
to expand the scope of environmental analysis to include an increased range of analysis

which requires additional consultant services that are beyond the original scope and cost outlined within the Original Agreement; and

WHEREAS, it has been determined that additional consultant services are necessary including, preparation of a Revised Draft Environmental Impact Report [hereinafter "Revised Draft EIR"], attendance at additional meetings, and implementation of optional tasks. The additional work shall be completed based on an updated scope of work, which is reflected in Exhibit C attached hereto and incorporated herein by reference, in addition to the work completed for the Original Agreement, as reflected in the amendment set forth below [hereinafter "Contract Amendment #4A"]; and

WHEREAS, the County shall maintain high quality standards in the application of environmental laws in the County of San Luis Obispo; and

WHEREAS, the project requires an unbiased Environmental Impact Report [hereafter "EIR"], that is prepared in accordance with the California Environmental Quality Act, Public Resources Code, sections 21000 et seq. [hereafter "CEQA"], the State CEQA Guidelines, California Code of Regulations, title 14, section 15000 et seq. [hereafter "Guidelines"], and the County of San Luis Obispo Environmental Quality Act Guidelines [hereafter "Guidelines"], and that reflects the independent judgment of the County; and

WHEREAS, it is understood that the Consultant shall be the independent contractor of the County to prepare the Project EIR.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

1. Subsection A, entitled "**A. DUTIES OF THE CONSULTANT**," of Section I of the Original Agreement, entitled "**I. PREPARING THE EIR**," shall be revised and replaced in its entirety to read as follows *(the **strikeout and underline features are used to show changes from the Original Agreement**)*:

**I. PREPARING THE EIR**

**A. DUTIES OF THE CONSULTANT.**

1. It is a fundamental requirement that this EIR be prepared by an unbiased Consultant.

2. To further protect the unbiased EIR requirement, the Consultant agrees that the duties described in this Contract shall be the only work Consultant performs on the Project, unless the Consultant obtains prior written consent from the Coordinator.

3. The Consultant shall make the field exploration, research, tests and analysis necessary to complete an EIR which fulfills the requirements of the EIR content required by CEQA, the Guidelines, and the provisions set forth in Consultant's Scope of Work, [hereafter "scope of work" or Exhibit B and C]. Exhibit B and C is are attached hereto and incorporated by reference at this point except that the information as to cost and time is attached for informational purposes only.

4. Some factors could severely inhibit or prohibit a proposed project. An objective of conducting an environmental impact study is to identify these factors as soon as possible in order to make a determination regarding the feasibility of whether to continue with the EIR or the project. While conducting the EIR, the Consultant shall diligently watch for and analyze those environmental factors which could inhibit or prohibit the project. If such factors are identified, the Consultant shall immediately notify the Coordinator. The Coordinator will then advise the Consultant in writing on whether to stop work or continue with the EIR.

5. The Consultant shall submit the following documents in multiple copies in phases as described below: (1) a Draft Project Description and EIR Outline, (2) an Administrative Draft EIR, (3) a Draft EIR with an Executive Summary, (4) a Revised Draft EIR Project Description (5) an Administrative Revised Draft EIR (6) a Revised Draft EIR with an Executive Summary (7) ~~(4)~~-an Administrative Final EIR with a Mitigation Monitoring and Reporting Program (MMRP) and ~~(8)~~ (5) a Final EIR with MMRP. Consultant agrees to prepare the documents in compliance with the provisions of CEQA, the Guidelines, and Exhibits B and C.



a. The Draft Project Description and EIR Outline. Following the preliminary project planning meeting and site visit, the Coordinator will provide the Consultant with a preliminary project description. Within fifteen (15) working days following receipt of the preliminary project description, Consultant shall submit four (4) copies of the draft EIR project description and EIR outline to the Coordinator for review and approval. The Coordinator must approve the draft EIR project description and EIR outline for this phase to be complete. After the Coordinator approves the draft project description and EIR outline, the Consultant may rely on it as a basis for the environmental impact analysis. It is understood that the project description may be further refined from time to time as the EIR study progresses. Any significant changes made to the approved project description may require additional analysis within completed sections of the EIR. The Consultant shall notify the Coordinator of such changes that will result in additional costs. Before incurring additional costs, Consultant shall submit an amended proposal to Coordinator. The Coordinator will advise Consultant whether to continue. This phase has been completed.

b. The Administrative Draft EIR. The administrative draft EIR is an internal agency document and shall be transmitted only to the Environmental Coordinator, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative draft EIR to the Applicant or other agencies without advance direction from the Coordinator. Seventy five (75) working days after the Scoping Meeting, the Consultant shall submit four (4) unbound copies (3-hole drilled) in 3-ring binders, and one CD (in Word) of an administrative draft EIR with appendices to the Coordinator for agency and staff review and comment. Ten (10) working days after the Coordinator submits comments to the Consultant, Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative draft EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative draft EIR. When the Coordinator notifies Consultant

that the Coordinator has approved the administrative draft EIR, this phase is complete. It is understood that the administrative draft EIR, including any and all changes made to it by the Consultant and/or the Coordinator during this phase, is considered a draft, internal document that is not retained in the ordinary course of business. This phase has been completed.

c. The Draft EIR with an Executive Summary. The Consultant has ten (10) calendar days from Coordinator's approval of the administrative draft EIR to provide the draft EIR with an Executive Summary, ready for public review. The Consultant shall provide the County with forty-five (45) copies of the Draft EIR with an Executive Summary as follows: five (5) hard copies within appendices (three hole drilled) in three ring binders; fifteen (15) bound copies with appendices (included as a CD in an envelope); twenty-five (25) CDs (with graphics and appendices) in "searchable" PDF format; one (1) electronic version in original format [e.g., Word]; and one (1) electronic version in HTML format or other acceptable web-friendly format for the County website (with easily downloadable sections). Also, unless otherwise specified by the County, a separate CD shall be provided that includes all reference documents cited in the EIR. The Coordinator must approve the draft EIR for this phase to be complete. This phase has been completed.

d. The Revised Draft EIR Project Description. Within fifteen (15) working days following receipt of requested information associated with the revised project description, Consultant shall submit four (4) copies of the revised draft EIR project description to the Coordinator for review and approval. The Coordinator must approve the revised draft EIR project description for this phase to be complete. After the Coordinator approves the revised draft EIR project description, the Consultant may rely on it as a basis for the environmental impact analysis. It is understood that the project description may be further refined from time to time as the EIR study progresses. Any significant changes made to the approved project description may require additional analysis within completed sections of the EIR. The Consultant shall notify the Coordinator of such changes



that will result in additional costs. Before incurring additional costs, Consultant shall submit an amended proposal to Coordinator. The Coordinator will advise Consultant whether to continue.

e. The Administrative Revised Draft EIR. The administrative revised draft EIR is an internal agency document and shall be transmitted only to the Environmental Coordinator, who then may provide it to agencies as needed. Consultant shall not release any part of the administrative revised draft EIR to the Applicant or other agencies without advance direction from the Coordinator. Forty (40) working days after the Coordinator approves revised draft EIR project description, the Consultant shall submit four (4) unbound copies (3-hole drilled) in 3-ring binders, and one CD (in Word) of an administrative revised draft EIR with appendices to the Coordinator for agency and staff review and comment. Ten (10) working days after the Coordinator submits comments to the Consultant, Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative revised draft EIR may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative revised draft EIR. When the Coordinator notifies Consultant that the Coordinator has approved the administrative revised draft EIR, this phase is complete. It is understood that the administrative revised draft EIR, including any and all changes made to it by the Consultant and/or the Coordinator during this phase, is considered a draft, internal document that is not retained in the ordinary course of business.

f. The Revised Draft EIR with an Executive Summary. The consultant has ten (10) working days from the Coordinator's approval of the Administrative Revised Draft EIR to provide the Revised Draft EIR, ready for public review. The consultant shall provide the County with one hundred sixty seven (167) copies of the Revised Draft EIR with an Executive Summary as follows: five (5) hard copies with appendices (three hole drilled) in three ring binders; twenty (20) hard copies with appendices (included as a CD in an

envelope) in three ring; one hundred (100) CDs (with graphics and appendices) in "searchable" PDF format; forty (40) bound hard copies of the Executive Summary; one (1) electronic version in original format [e.g., Word]; and one (1) electronic version in an HTML or other acceptable web-friendly format for the County website (with easily downloadable sections). Also, unless otherwise specified by the County, a separate CD shall be provided that includes all reference documents cited in the EIR. The Coordinator must approve the Revised Draft EIR for this phase to be complete.

eg. The Administrative Final EIR with a Mitigation Monitoring and Reporting Program (MMRP). After the comments described in CEQA, and the CEQA Guidelines sections 15086 and 15087 have been collected by the Coordinator, the Coordinator shall transmit these comments to the Consultant. The Consultant shall prepare written responses to these comments in accordance with CEQA and the Guidelines, section 15088. Within twenty (20) working days of receipt of these comments, the Consultant shall provide the County with five (5) copies of the administrative Final EIR and MMRP with appendices as follows: two (2) unbound copies (three hole drilled) in 3-ring binders, two (2) bound copies, and one (1) electronic copy in original format [e.g., Word] for the Coordinator's review, comment and approval. The Coordinator will submit comments to the Consultant. Consultant shall incorporate all of the Coordinator's comments and shall submit all changed or new pages showing the revisions to the Coordinator. The administrative final EIR and MMRP may be submitted and returned for changes as often as necessary until the Coordinator approves a copy as a complete administrative final EIR and MMRP. When the Coordinator notifies the Consultant that the Coordinator has approved the administrative final EIR and MMRP, this phase is complete.

eh. The Final EIR with MMRP. After the Coordinator approves the administrative final EIR with MMRP, the Consultant shall, within five (5) working days, provide the Coordinator with one hundred forty six (146) fifty-five (55) copies of the Final EIR with MMRP as follows: five (5) hard copies with



appendices (three hole drilled) in three ring binders; twenty ~~(20) five (25)~~ bound copies with appendices as CDs in envelopes at back of document; twenty (20) bound hard copies of the Executive Summary; one hundred (100) ~~twenty-five (25)~~ CDs (with graphics and appendices) in "searchable" PDF format; and one (1) CD in original software format (e.g., Word, Excel, etc.); and fifteen (15) separately bound copies of appendices. Textual information shall be in Word format (as directed by County); spreadsheets and/or databases shall be in Excel format or other format acceptable to County. Computer spreadsheets and graphics generated for use in the EIR shall be formatted for easy use as part of the County's ArcInfo-based geographic information system as follows:

*Whenever possible, digitized map data shall be based upon the USGS 7.5 minute quad sheet map series (1:24,000). For registration purposes the locations of the eight (8) latitude/longitude coordinate grid points that represent the four corners and four interior points of the quad map shall be identified. Each distinct data set shall be mapped to a separate layer or theme. All final map data shall be registered to the California State Plane coordinate grid system (NAD83), units being in U.S. feet, and shall be submitted in a .DWG and/or .SHP file format compatible with AutoCAD 2000, ArcView 3.x, or ArcGIS 8.x on CD or DVD media.*

*A detailed description of all symbolization utilized in the final product shall be included on CD or DVD media. Metadata which meets or exceeds FGDC standards shall also be included on CD or DVD media for all distinct data sets created under this contract.*

When the Coordinator notifies Consultant that Coordinator has approved the final EIR, this phase is complete.

2. Subsection C, entitled "**C. PAYMENT**," of Section I of the Original Agreement, entitled "**I. PREPARING THE EIR**," shall be revised and replaced in its entirety to read as follows *(the **strikeout and underline features are used to show changes from the Original Agreement**):*

**C. PAYMENT.**

1. County's Maximum Cost of the EIR. The Contract for the preparation of the EIR is a lump sum Contract. It is not a time and materials Contract. The



County will pay the Consultant an original ~~a maximum~~ amount of three hundred eight thousand eighty nine dollars (\$308,089) for a Coordinator-approved, final EIR. The County will pay the Consultant an additional amount of two hundred sixty one thousand three hundred twenty four dollars (\$261,324) for a Revised Draft EIR (hereinafter referred to as "additional amount"). The total payment for a Coordinator-approved, final EIR including both the original and additional amount will be five hundred sixty nine thousand four hundred thirteen dollars (\$569,413) (hereinafter referred to as "the maximum EIR amount"). The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the Coordinator and approval of such products by the Coordinator.

2. Time of payment. At the request of the Coordinator, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to verify all work performed on the Contract to date.

a. ~~Consultant will be~~ has been paid ~~twenty percent (20%) of the maximum amount in paragraph I.C.1. above,~~ sixty one thousand six hundred seventeen dollars and eighty cents (\$61,617.80) for the completion of Phase 1, described in Section I.A.5 above, ~~within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves four (4) copies of~~ as the draft project description and EIR outline. ~~If the Contract is terminated before the Consultant expends twenty percent (20%) of the maximum contract price in billable items, the County is entitled to a refund of the difference between the twenty percent (20%) down payment and an itemized billing amount for the work to termination date based on the rates and schedules in Exhibit B.~~

b. ~~Consultant will be~~ has been paid ~~forty percent (40%) of the maximum amount in paragraph I.C.1. above,~~ one hundred twenty three thousand two hundred thirty five dollars and sixty cents (\$123,235.60) for the completion of Phase 2 described in Section I.A.5 above, ~~within thirty (30) days after the~~

Coordinator receives a correct invoice, and receives and approves the contracted number of copies of as the administrative draft EIR.

c. Consultant ~~will be~~ has been paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, sixty one thousand six hundred seventeen dollars and eighty cents (\$61,617.80) for the completion of Phase 3 described in Section I.A.5 above, within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of as the draft EIR.

d. Consultant will be paid twenty percent (20%) of the additional amount in paragraph I.C.1. above, fifty two thousand two hundred sixty four dollars and eighty cents (\$52,264.80), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the Revised Draft EIR Project Description.

e. Consultant will be paid forty percent (40%) of the additional amount in paragraph I.C.1. above, one hundred four thousand five hundred twenty nine dollars and sixty cents (\$104,529.60), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the Administrative Revised Draft EIR.

f. Consultant will be paid twenty percent (20%) of the additional amount in paragraph I.C.1. above, fifty two thousand two hundred sixty four dollars and eighty cents (\$52,264.80), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the Revised Draft EIR.

~~gd.~~ Consultant will be paid twenty percent (20%) of the "maximum EIR amount" in paragraph I.C.1. above, ~~sixty one thousand six hundred seventeen dollars and eighty cents (\$61,617.80)~~ one hundred thirteen thousand eight hundred eighty two dollars and sixty cents (\$113,882.60), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the final EIR.



3. Early Termination Payment. If the Contract is terminated prior to the completion of the final EIR for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination, but not to exceed the maximum percentages listed above for each approved phase plus an amount for work performed in any incomplete phases prior to termination date based on the rates and schedules in Exhibits B and C. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the EIR less the amount required to hire and compensate a replacement Consultant to complete the EIR.

4. Cost Containment. In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform Coordinator, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

5. Early Payment. For good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled early payment for a future phase. The Board of Supervisors delegates the authority to make early payments to the Environmental Coordinator provided the Environmental Coordinator retains sufficient funds to complete the phase in

progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

6. Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Environmental Coordinator the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than twenty percent (20%) of the ~~total lump sum~~ maximum EIR amount stated in paragraph I.C.1 above, or one hundred thirteen thousand eight hundred eighty two dollars and sixty cents (\$113,882.60) ~~sixty one thousand six hundred seventeen dollars and eighty cents (\$61,617.80)~~. Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant. Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator.

3. Section II of the Original Agreement, entitled "**II. PROJECT MEETINGS AND PUBLIC HEARINGS**" shall be revised and replaced in its entirety to read as follows *(the **strikeout and underline features are used to show changes from the Original Agreement**)*:

**II. PROJECT MEETINGS AND PUBLIC HEARINGS**

This section of the Contract, Section II, "Project Meetings and Public Hearings" is an option to be exercised solely at the discretion of the Coordinator.

**A. NUMBER OF MEETINGS AND HEARINGS.**

At the Coordinator's request, Consultant will send appropriate representatives to up to ~~four (4)~~ thirty five (35) project meetings and four (4)



public hearings. The consultant will provide attendance of two representatives at weekly conference calls with the County.

#### **B. PAYMENT CALCULATIONS.**

1. Attendance at project meetings and conference calls. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the project staff meetings and conference calls. The Consultant shall submit an itemized billing for each meeting attended. For preparation and attendance at such meetings, Consultant's staff will be paid at the hourly rates as provided in Exhibits B and C. The total maximum compensation for preparation, attendance and participation of all of Consultant's representatives in all meetings on the project is forty eight thousand six hundred eighty eight dollars (\$48,688) ~~forty one thousand five hundred eighty eight dollars (\$41,588)~~. This is in addition to the maximum EIR amount stated in paragraph I.C.1. above.

2. Attendance at hearings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings. The Consultant shall submit an itemized billing for each public hearing attended. The Consultant shall be paid for preparation and attendance at such hearings, at the hourly rates as provided in Exhibit B. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all (up to 4) public hearings on the project and appeal, if any, is fourteen thousand twenty five dollars (\$14,025). This is in addition to the amount stated in paragraph I.C.1. above.

4. Section III of the Original Agreement, entitled "**III. PROPOSED FINDINGS**" shall be revised and replaced in its entirety to read as follows *(the **strikeout and underline features are used to show changes from the Original Agreement**)*:

#### **III. PROPOSED FINDINGS**

This section of the Contract, Section III, "Proposed Findings," is an option to be exercised solely at the discretion of the Coordinator.

#### **A. DUTIES FOR FINDINGS.**

At the Coordinator's request, Consultant shall prepare and deliver to Coordinator, two (2) unbound copies of proposed findings for use by the Board of Supervisors. The findings shall be prepared in accordance with the requirements of the Guidelines, sections 15091 and 15093. The Coordinator will notify Consultant of a reasonable due date for the proposed findings. The Coordinator must approve the proposed findings for this performance to be complete. Findings shall also be provided to the County electronically in the original format, such as in Word (County's latest version); any spreadsheets and/or databases developed for these findings shall also be provided electronically in the original format, such as in Excel or other County-approved format.

#### **B. PAYMENT FOR FINDINGS.**

County shall pay Consultant on a time and materials basis for preparing proposed Findings, up to a total maximum amount of three thousand six hundred nineteen dollars (\$3,619) for Coordinator-approved proposed findings. Consultant will submit an itemized statement. The Consultant shall be paid for preparation of such findings, at the hourly rates as provided in Exhibit B. Payment will be due thirty (30) days after approval of proposed findings and receipt of Consultant's correct invoice. Payment for findings is in addition to the amounts stated in paragraphs I.C.1., I.C.6, II.B.1 and II.B.2 above.

5. The Original Agreement shall be amended to add a new Section entitled **"IV. OPTIONAL TASKS"** that reads as follows:

#### **IV. OPTIONAL TASKS**

This section of the contract, Section IV, "Optional Tasks," is an option to be exercised solely at the discretion of the Coordinator. In order to accommodate task adjustments, the Coordinator has the authority to adjust funding within paragraph V.B below.

#### **A. DUTIES FOR OPTIONAL TASKS**

At the Coordinator's request, Consultant shall undertake tasks associated with additional analysis, response to comments, meetings and/or site visits, sub-



consultant tasks, and general support to County staff. The specific tasks shall be determined by the Coordinator at the time of need and shall be undertaken by Consultant only upon the prior written authorization of the Coordinator.

#### **B. PAYMENT FOR OPTIONAL TASKS**

County shall pay Consultant on a time and materials basis for Optional Tasks, up to a total maximum of forty thousand dollars (\$40,000) for the successful completion of optional tasks. This is in addition to the amounts stated in paragraphs I.C.1., I.C.6., II.B.1., II.B.2., and III.B. above. Consultant will submit an itemized statement.

6. Section IV of the Original Agreement entitled “**IV. ADJUSTMENTS TO PAYMENTS**” shall be revised and replaced in its entirety to read as follows *(the **strikeout and underline features are used to show changes from the Original Agreement**):*

#### **IV. V. ADJUSTMENTS TO PAYMENTS**

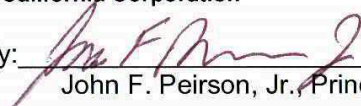
At the Coordinator’s discretion, the Coordinator may increase or decrease the maximum amount paid to the Consultant for each of the tasks in Sections I.C.1, I.C.6, II.B.1, II.B.2, and III.B above, provided that the total amount paid to the Consultant for the tasks in Section I.C.1 shall not be less than the maximum EIR and provided that all of the tasks in Sections I.C.1, I.C.6, II.B.1, II.B.2, III.B., and IV.B above, shall not exceed a maximum amount of ~~four hundred twenty eight thousand nine hundred thirty eight dollars and eighty cents (\$428,938.80)~~ seven hundred eighty nine thousand six hundred twenty seven dollars and sixty cents (\$789,627.80) and shall be paid at the hourly rates specified in Exhibits B and C.

7. Sections V through VIII of the Original Agreement shall be amended to replace the roman numeral section references from “**V**” to “**VI**”; from “**VI**” to “**VII**”; from “**VII**” to “**VIII**”; and from “**VIII**” to “**IX**,” respectively.

8. All other provisions of the Original Agreement not specifically altered by this Amendment remain in full force and effect and are incorporated herein by reference.

**CONSULTANT**

MARINE RESEARCH SPECIALISTS  
A California Corporation

By:   
John F. Peirson, Jr., Principal

5/7/2014  
Date

By:   
Doug Coats, Vice President

5/7/2014  
Date

**COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Date



**APPROVED AS TO FORM AND LEGAL EFFECT:**

**RITA L. NEAL**

County Counsel

By:   
Deputy County Counsel

Dated: May 8, 2014

**Attachments**

Exhibit C – Consultant Revised DEIR Work Scope/ Cost



March 19, 2014

Mr. Murry Wilson  
Environmental Resource Specialist  
Department of Planning and Building  
County of San Luis Obispo  
976 Osos Street, Room 300  
San Luis Obispo, CA 93408-2040

Re: Phillips 66 Santa Maria Refinery Rail Project EIR—Proposal for Revised Draft EIR (revised DEIR)

Dear Murry:

At the request of the County, MRS is submitting this proposal for preparing a revised DEIR for the Phillips 66 Santa Maria Rail Project EIR. As a result of the comments received on the November 2013 DEIR, the County has determined that the scope of analysis of the mainline rail impacts needs to be extended beyond the boundaries of San Luis Obispo County. The County has determined that the EIR needs to address the impacts of mainline rail operations to a point where the rail route becomes speculative. To the north this point would be the Union Pacific Railroad (UPRR) Roseville Yard, and to the south the UPRR Colton Yard. This expansion of the project area is such that the County has determined that a revised DEIR needs to be prepared and recirculated for public comment.

In addition, the comments on the DEIR will be reviewed and addressed in the revised DEIR, but written responses to the DEIR comments will not be developed.

#### **A. Scope of Work**

The scope of work for the revised DEIR includes the work done to date since the release of the DEIR and the additional effort needed to revise the EIR to (1) include the expanded mainline rail routes, and (2) address the comments received on the DEIR.

#### **1. Work Since Release of the DEIR**

Since the release of the DEIR, MRS has reviewed and numbered the 800 comments received and started work on writing responses to some of the comments. MRS also conducted baseline noise monitoring in the vicinity of the refinery as well as collecting noise data for trains operating at the refinery as part of the coke loading operations. MRS staff has also attended a number of meetings with the County and Phillips 66 to discuss the comments on the DEIR and to discuss the possible steps forward with the EIR.



March 19, 2014

Mr. Murry Wilson  
Department of Planning and Building  
County of San Luis Obispo

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## **2. Revised ADEIR**

This task will involve updating the DEIR sections to (1) incorporate the expanded study area analysis, and (2) to incorporate changes to the document need to address the comments received on the DEIR. A summary of the approach to each of the key issue areas is provided below.

### **Air Quality**

The changes to the proposed scope of the project analysis would require modifications to the air quality section along with addressing comments received on the DEIR. The major changes to the scope include the incorporation of a new destination for trains to both the south and the north, the assessment of the emission reduction associated with the use Tier 1-4 locomotives, an assessment of the health risks from the refinery with and without the Throughput Increase Project along with the Rail Project and an updated cumulative analysis to include the Throughput Increase Project.

The Rail Spur EIR examined emissions within San Luis Obispo County, within California, and to a potential worst case destination (North Dakota). This task would involve examining the criteria pollutant emissions to the UPRR Roseville Yard to the north and the Colton Yard to the south. Distances beyond these rail junctions are considered to be speculative as to the routes that the trains would take.

The emissions associated with the use of Tier 1-4 locomotives will be generated and tabulated in the EIR in order to assess the potential emission reductions associated with the use of the cleaner locomotives if this level of mitigation is required.

Phillips 66 conducted a health risk assessment in 2011 using the HARP model along with the year 2010 refinery emission data. The health risk assessment only examined the risks associated with the refinery operating at the peak throughput levels as defined by the Throughput Increase EIR. The maximum cancer risk was determined to be 2.1 in a million with the Throughput Increase Project. The analysis did not examine the health risk associated with the 2010 Refinery operations. The Rail Spur EIR only examined the health risks associated with the Proposed Project as the SLOAPCD thresholds are only based on an incremental increase and therefore the current health risks from the refinery operations are not relevant. However, as part of the cumulative analysis, the additional health risks associated with the Throughput Increase would be added to the Rail Spur Project health risks in order to determine the potential cumulative impacts. The Throughput increase health risk assessment would be updated to the most recent refinery throughput levels as part of the cumulative analysis.

This analysis will require obtaining the required HARP modeling files from Phillips 66, including the meteorological and receptor files, to allow for conducting the appropriate HARP runs. HARP runs would be performed for the baseline case (with 2012 or 2013 refinery emission data, whichever is available), the baseline case with the rail spur operational activities and the baseline case plus the Throughput Increase plus the rail spur operational activities. This task would include running HARP for the Rail Spur Project as well.

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As per comments from the APCD, the Refinery permits to allow for an increase in the throughput as part of the Throughput Increase Project, have not been completed. Therefore, the baseline should be the Refinery operating at its current (pre-Throughput Increase Project) levels. This is what was assessed in the Rail Spur DEIR. However, under cumulative impacts, the refinery would increase the throughput by 10% as part of the Throughput Increase Project. These additional emissions need to be tabulated and incorporated into the Rail Spur EIR and the resulting cumulative impacts assessed. This would also include an assessment of the mitigation measures that were included in the Throughput Increase EIR, which reduced the emissions from the Throughput Increase Project to less than significant. In combination the cumulative residual impacts could be significant. This analysis would be incorporated into the cumulative section of the Rail Spur EIR.

Information provided by Phillips 66 regarding the effect of crude slate changes at the refinery will be reviewed and if needed impacts of these crude slate changes will be addressed in the air quality section of the revised ADEIR.

### **Biological Resources**

The Biological Resources section of the DEIR would be updated to address the comments received on the DEIR and to provide a data based analysis of potential effects to sensitive species and habitats along the UPRR mainline both north and south. The analysis will include: (1) review of CNDDDB and CNPS databases to determine which species have the potential to occur within the study area; (2) literature review to determine presence of environmentally sensitive habitat areas (ESHA) within the study area; (3) a list of key species and sensitive habitat within each County that may be affected by the proposed project; (4) an analysis of potential risk to each sensitive biological resource associated with increased use of the mainline to transport crude oil. The Biological Resources section of the DEIR will be revised to address comments received on the DEIR, and graphics will be revised to reflect the analysis being done on the UPRR mainline.

### **Cultural Resources**

Subsequent to the preparation of the DEIR, Applied Earthworks Inc. conducted an Extended Phase I study within the proposed project's area of disturbance. A comprehensive review of the Extended Phase I Study will be conducted, including an evaluation for content, accuracy, and consistency with local, state, and federal regulatory requirements. Any new, relevant information regarding cultural resources within the study area will be incorporated into the Cultural Resources section.

SWCA will conduct a high-level review of potential cultural resources impacts that may occur as a result of the proposed increased use of the UPRR mainline. The impacts to cultural resources could occur in the event of an oil spill as part of the cleanup operations. The discussion will be based on potential scenarios in which the increased use of the UPRR mainline would result in impacts to cultural resources, and will include mitigation or contingency measures, as necessary, to reduce or negate potential impacts, if possible.



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### **Hazards and Hazardous Materials**

The DEIR hazards and hazardous materials section will be updated to address the comments received on the DEIR, extend the quantitative risk assessment (QRA) done for the mainline track from the San Luis Obispo County border to the Roseville Yard in the north and the Colton Yard in the south. The QRA will also be updated to account for the proposed project changes which include the use of upgraded DOT-111 tank cars (DOT-111s), and the elimination of Bakken crude. Phillips 66 will need to provide an estimate of the composition of the typical crude that would be delivered to the refinery via unit train and manifest train to allow for the consequence modeling to be updated.

Using the updated project description data, the consequence modeling and QRA will be updated for both the mainline rail as well as for the unloading facility.

### **Transportation and Circulation**

The transportation and circulation section will need to be updated to address the potential conflict with passenger trains south of the refinery. The DEIR only looked at conflicts with passenger trains north of the refinery. As needed, additional data will be obtained for Amtrak on passenger train delays south of the refinery. The updated analysis will focus on possible conflicts with passenger trains along the Coastal Line. Beyond this point there are either multiple tracks or a substantial increase in both passenger and freight train traffic such that the addition of a unit train would not be expected to have additional impacts.

The revised DEIR traffic section would also address comment received on the DEIR. These comments mainly dealt with potential traffic delays associated with at-grade-crossings.

### **Water Resources**

The water resources section of the DEIR would be updated to address the expanded scope associated with the mainline track and to address comments received on the DEIR. The water section would identify major water bodies, i.e., major creeks, rivers, lakes, reservoirs, and the Pacific Ocean, along the proposed railroad routes, from the Santa Maria Refinery to the Colton and Roseville rail yards, respectively. The environmental setting will describe these major water bodies, dividing the railroad alignments into sections, perhaps defined by county or geographic region. Approximate distances to each of these water bodies from the railroad alignments, as well as the potential hydrologic connection, will be assessed. Figures will be provided illustrating the proposed rail routes and major water bodies. Information on major water bodies will be based on publicly available topographic maps, hydrologic maps, and GIS data, including U.S. Geological Survey (USGS), National Hydrographic Data Set (NHD), and TIGER Roads and Railroads data sources.

The expanded impact evaluation will focus on potential water quality impacts associated with a spill from the rail cars, based on distance and hydrologic connectivity between the proposed railroad routes and the major water bodies, including both fresh and marine waters.

In addition, the revised Water Resources section will address public comments on the DEIR, as applicable.

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### **Other Issue Areas**

For most of the other issue areas edits to the DEIR will be needed to address comments received on the DEIR and to address the changes in the project scope.

The Agricultural Resources, Land Use and Recreation, Noise, and Public Service/Utilities sections of the DEIR will be updated as needed to provide analysis of potential effects of the project along the UPRR mainline to the Roseville and Colton Yard. For Agricultural Resources and Land Use, the analysis will be general in nature, but will include: (1) identification and discussion of existing land uses and Prime Farmland along the mainline routes based on a review of aerial images and existing state, local and regional planning documents and information; and (2) an analysis of potential risks associated with development of the project specific to increased use of the mainline to transport crude oil.

For Noise, the DEIR will be updated to include the baseline noise data that was collected in January 2014 as part of the initial response to comments. Discussion will be added to the revised DEIR to cover the noise associated with trains moving along the mainline tracks to the Roseville Yard in the north and the Colton Yard in the south.

The Public Services/Utilities section will be expanded to address current emergency response capabilities along the UPRR mainline track. The information provided will be general in nature since UPRR cannot release detailed emergency response plans. MRS will have further discussions with CalFire and CDFW about responses to oil spills along the mainline rail tracks, and this information will be incorporated into the revised EIR.

No impact assessment of the expanded mainline rail routes will be needed in geology or aesthetics. However, time has been allocated to these issue areas to address comments received on the DEIR.

### **3. Prepare Revised DEIR**

The revised DEIR will not include written responses to the comments received on the DEIR, but will incorporate changes required to the DEIR to address the comments.

Preparation of the revised DEIR will incorporate all of the comments received from the County on the revised ADEIR and produce a “camera ready” copy of the revised DEIR for final review by the County.

Once the County has signed off on the “camera ready” document, MRS will be responsible for printing and mailing the revised DEIR. MRS will provide bound copies of the revised PDEIR to the County in three-ring binders with tabs for each of the major sections. MRS will also work with the County to make sure that the revised DEIR is available online for download. MRS will also provide the County with CDs of the revised DEIR. MRS will also provide the County with bound copies of the Executive Summary for members of the public who do not want to read the entire revised DEIR.



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All bound copies of the revised DEIR and the Executive Summary will have a CD of the entire revised DEIR.

#### **4. Prepare AFEIR**

At the close of the public comment period on the revised DEIR, MRS will prepare the AFEIR. This task involves preparing written responses to all the comments received on the revised DEIR and modifying the revised DEIR document as needed to address the comments.

All the comment letters received on the revised DEIR will be numbered with unique codes. The Project Manager and the Issue Area Coordinators will assign responsibility for responding to the comments. The draft responses for each comment will be assembled into a Response to Comments section that will be added to the AFEIR. The AFEIR will be modified as required by the comments. Areas of the EIR that are modified in response to the comments will be marked with revision marks. As needed, the Response to Comments section will guide the reader to changes in the AFEIR and to additional information in the EIR that addresses the comment.

MRS will submit an AFEIR to the County that includes all of the responses to comments, as well as all of the changes to the revised DEIR. This will allow the County to review the responses and confirm that the appropriate changes were made to the AFEIR. In developing the cost estimates for response to comments, MRS assumes that no new analyses will be required to prepare the responses to comments and that 900 comments will be received on the revised DEIR.

#### **5. Prepare FEIR**

Preparation of the FEIR will incorporate all of the comments received from the County on the AFEIR; the FEIR will also include the Response to Comments section. MRS will produce a “camera ready” copy of the EIR for final review by the County. Once the County has signed off on the “camera ready” document, MRS will be responsible for printing and mailing the FEIR. MRS will also work with the County to make sure that the FEIR is available online for download. MRS will also provide the County with CDs of the FEIR. MRS will also provide the County with bound copies of the Final Executive Summary for members of the public who do not want to read the entire FEIR. All bound copies of the FEIR and the Executive Summary will have a CD of the entire FEIR.

#### **B. Cost**

The total costs for the revised DEIR are \$315,502. The fixed priced costs for the revised DEIR are \$308,401 and the T&M costs for Meeting are \$7,100. Table 1 provides a summary of the total costs for the revised DEIR by issue area and major task. This fixed price costs includes the following:

- The work done to date after the release of the DEIR, which includes, reviewing and numbering the comments, preparing some responses to comments, conducting baseline noise measurements in the vicinity of the project site, preparing the administrative record, and conducting preliminary assessments of the impacts of the expanded mainline rail routes.

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- Preparation of a revised ADEIR that includes, (1) the expanded mainline rail routes, (2) updating the document to address the comment received on the DEIR, and (3) incorporating changes made by Phillips 66 to the project description (use of upgraded rail cars, no Bakken crude, no export of crude oil from the refinery).
- Preparation of a revised DEIR.
- Response to comments on the revised DEIR and preparation of an AFEIR.
- Preparation of a FEIR.

**Table 1 Summary of Total Revised DEIR Costs**

Issue Area	Rail Project	
	Hours	Costs
<b>Direct Labor</b>		
A. Project Description/Alternative Screening	42	\$8,440
B. Aesthetics	26	\$3,900
C. Agricultural Resources	51	\$5,635
D. Air Quality/Greenhouse Gases	140	\$25,440
E. Biological Resources	218	\$26,851
F. Cultural Resources	54	\$5,705
G. Geological Resources	43	\$5,742
H. Hazards and Hazardous Materials	314	\$63,680
I. Land Use and Recreation	76	\$8,747
J. Noise and Vibration	100	\$18,059
K. Population and Housing	0	\$0
L. Public Services and Utilities	36	\$7,200
M. Transportation and Circulation	52	\$9,867
N. Water Resources	212	\$29,194
O. Document Preparation and QA/QC	343	\$62,420
P. Project Management	<u>86</u>	<u>\$18,520</u>
<b>Total Direct Labor</b>	<b>1,793</b>	<b>\$299,400</b>
<b>Other Direct Costs</b>		<b>\$16,102</b>
<b>Total Costs</b>		<b>\$315,501</b>
<b>Total Fixed Price Revised DEIR Costs</b>	<b>1,761</b>	<b>\$308,401</b>
<b>Total T&amp;M Costs for Meetings</b>	<b>32</b>	<b>\$7,100</b>

Currently, there is 20% of the initial Rail fixed price contract budget remaining with the County, which is \$47,077.20. Therefore, the additional funds needed for the fixed price portion of the revised DEIR would be \$261,324.20.

In addition, the current time and materials budget would need to be increased by \$7,100 to cover additional meeting associated with the revised DEIR. The detailed costing tables are provided at the end of this letter proposal.

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The cost estimates include all activities associated the preparation of a revised DEIR as discussed above under the scope of work. The estimated costs for the revised DEIR rely on the following major assumptions.

- Existing data will be use for the analysis along the railroad main line track.
- Attendance by various team members at one public meeting on the revised DEIR.
- The revised DEIR will be 1,000 pages (not including the Technical Appendices).
- The Revised FEIR will be 1,200 pages (not including the Technical Appendices).
- 900 comments will be addressed as part of the Response to Comments, and no new analysis will be required as a result of the comments received on the revised DEIR.
- 25 hard copies of the revised DEIR will be delivered to the County and 40 hard copies of the Executive Summary (all hard copies will have CDs). MRS will also provide up to 100 copies of the revised DEIR on CD to the County.
- 25 copies of the FEIR will be delivered to the County and 20 hard copies of the Executive Summary (all hard copies will have CDs). MRS will also provide up to 100 copies of the FEIR on CD to the County.

### C. Schedule

A summary of the key milestones for the revised DEIR is provided in the table below.

Milestone	Week from Notice to Proceed
Revised ADEIR to County for Review	8
Release of Revised DEIR (45-day public comment period)	15
AFEIR and Response to Comments to County for Review	27
FEIR to County	34

It will take eight week to prepare the revised ADEIR for submission to the County. It has been assumed the County will require four weeks to review the revised ADEIR and provide comments back to MRS. MRS would then need two week to finalize the revised DEIR and one week to print the document for release. It has been assumed that the revised DEIR will be released for a 45-day comment period. At the close of the comment period, MRS will need five weeks to respond to comments and prepare the AFEIR for County review. This timeline assumes that MRS works on responses to comments during the comment period based upon the comments received as part of the DEIR. This schedule assumes that Phillips 66 will be able to provide responses to information requests within one week of receipt of the request.

MRS has assumed the County will need four weeks to review the AFEIR and then MRS will need two week to finalize the FEIR and one week to print the document for release.



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A detailed schedule for the revised EIR is provided at the end of this letter proposal.

If you have any questions about revised EIR proposal, please do not hesitate to call me at 805.289.3923.

Best Regards,

A handwritten signature in black ink, appearing to read "John F. Peirson, Jr.", with a stylized flourish at the end.

John F. Peirson, Jr.  
Principal

## EXHIBIT C

## P66-Rail Spur - Estimated Revised DEIR Cost Details

Key Staff	Rate	Initial DEIR Response to Comments		Revised Administrative Draft EIR		Revised Public Draft EIR		Administrative Final EIR Response to Comments		Final EIR		Public/ County Meetings		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Direct Labor															
A. Project Description/Alternative Screening															
John Peirson	\$220.00	0	\$ -	10	\$ 2,200	4	\$ 880	8	\$ 1,760	0	\$ -	0	\$ -	22	\$ 4,840
Greg Chittick	\$180.00	0	\$ -	4	\$ 720	0	\$ -	16	\$ 2,880	0	\$ -	0	\$ -	20	\$ 3,600
Total Issue Area		0	\$ -	14	\$ 2,920	4	\$ 880	24	\$ 4,640	0	\$ -	0	\$ -	42	\$ 8,440
B. Aesthetics															
Robert Carr	\$150.00	0	\$ -	4	\$ 600	2	\$ 300	16	\$ 2,400	4	\$ 600	0	\$ -	26	\$ 3,900
Total Issue Area		0	\$ -	4	\$ 600	2	\$ 300	16	\$ 2,400	4	\$ 600	0	\$ -	26	\$ 3,900
C. Agricultural Resources															
Shawna Scott	\$139.70	0	\$ -	2	\$ 279	0	\$ -	4	\$ 559	2	\$ 279	0	\$ -	8	\$ 1,118
Emily Creel	\$102.30	0	\$ -	16	\$ 1,637	2	\$ 205	12	\$ 1,228	4	\$ 409	0	\$ -	34	\$ 3,478
Adriana Neal	\$115.50	0	\$ -	6	\$ 693	1	\$ 116	2	\$ 231	0	\$ -	0	\$ -	9	\$ 1,040
Total Issue Area		0	\$ -	24	\$ 2,609	3	\$ 320	18	\$ 2,017	6	\$ 689	0	\$ -	51	\$ 5,635
D. Air Quality/Greenhouse Gases															
Greg Chittick	\$180.00	0	\$ -	60	\$ 10,800	16	\$ 2,880	40	\$ 7,200	12	\$ 2,160	0	\$ -	128	\$ 23,040
Steve Radis	\$200.00	0	\$ -	8	\$ 1,600	0	\$ -	4	\$ 800	0	\$ -	0	\$ -	12	\$ 2,400
Total Issue Area		0	\$ -	68	\$ 12,400	16	\$ 2,880	44	\$ 8,000	12	\$ 2,160	0	\$ -	140	\$ 25,440
E. Biological Resources															
Jon Claxton	\$139.70	8	\$ 1,118	50	\$ 6,985	8	\$ 1,118	32	\$ 4,470	6	\$ 838	0	\$ -	104	\$ 14,529
Barrett Holland	\$102.30	0	\$ -	50	\$ 5,115	4	\$ 409	8	\$ 818	2	\$ 205	0	\$ -	64	\$ 6,547
Adriana Neal	\$115.50	0	\$ -	50	\$ 5,775	0	\$ -	0	\$ -	0	\$ -	0	\$ -	50	\$ 5,775
Total Issue Area		8	\$ 1,118	150	\$ 17,875	12	\$ 1,527	40	\$ 5,289	8	\$ 1,043	0	\$ -	218	\$ 26,851
F. Cultural Resources															
Shawna Scott	\$139.70	0	\$ -	4	\$ 559	2	\$ 279	8	\$ 1,118	2	\$ 279	0	\$ -	16	\$ 2,235
Leroy Laurie	\$91.30	0	\$ -	30	\$ 2,739	2	\$ 183	4	\$ 365	2	\$ 183	0	\$ -	38	\$ 3,469
Total Issue Area		0	\$ -	34	\$ 3,298	4	\$ 462	12	\$ 1,483	4	\$ 462	0	\$ -	54	\$ 5,705
G. Geological Resources															
Perry Russell	\$148.50	0	\$ -	8	\$ 1,188	2	\$ 297	16	\$ 2,376	4	\$ 594	0	\$ -	30	\$ 4,455
Cay Fitzgerald	\$99.00	0	\$ -	4	\$ 396	0	\$ -	4	\$ 396	0	\$ -	0	\$ -	8	\$ 792
Courtney Kestler	\$99.00	0	\$ -	2	\$ 198	0	\$ -	2	\$ 198	1	\$ 99	0	\$ -	5	\$ 495
Total Issue Area		0	\$ -	14	\$ 1,782	2	\$ 297	22	\$ 2,970	5	\$ 693	0	\$ -	43	\$ 5,742

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## P66-Rail Spur - Estimated Revised DEIR Cost Details

Key Staff	Rate	Initial DEIR Response to Comments		Revised Administrative Draft EIR		Revised Public Draft EIR		Administrative Final EIR Response to Comments		Final EIR		Public/ County Meetings		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
H. Hazards and Hazardous Materials															
Steve Radis	\$200.00	30	\$ 6,000	96	\$ 19,200	8	\$ 1,600	60	\$ 12,000	32	\$ 6,400	0	\$ -	226	\$ 45,200
Christopher Barkan	\$210.00	<u>0</u>	<u>\$ -</u>	<u>32</u>	<u>\$ 6,720</u>	<u>4</u>	<u>\$ 840</u>	<u>32</u>	<u>\$ 6,720</u>	<u>4</u>	<u>\$ 840</u>	<u>16</u>	<u>\$ 3,360</u>	<u>88</u>	<u>\$ 18,480</u>
Total Issue Area		30	\$ 6,000	128	\$ 25,920	12	\$ 2,440	92	\$ 18,720	36	\$ 7,240	16	\$ 3,360	314	\$ 63,680
I. Land Use and Recreation															
Shawna Scott	\$139.70	0	\$ -	16	\$ 2,235	4	\$ 559	4	\$ 559	2	\$ 279	0	\$ -	26	\$ 3,632
Emily Creel	\$102.30	<u>0</u>	<u>\$ -</u>	<u>24</u>	<u>\$ 2,455</u>	<u>8</u>	<u>\$ 818</u>	<u>16</u>	<u>\$ 1,637</u>	<u>2</u>	<u>\$ 205</u>	<u>0</u>	<u>\$ -</u>	<u>50</u>	<u>\$ 5,115</u>
Total Issue Area		0	\$ -	40	\$ 4,690	12	\$ 1,377	20	\$ 2,196	4	\$ 484	0	\$ -	76	\$ 8,747
J. Noise and Vibration															
Greg Chittick	\$180.00	17	\$ 3,060	16	\$ 2,880	4	\$ 720	16	\$ 2,880	8	\$ 1,440	0	\$ -	61	\$ 10,980
Steve Rogers	\$181.50	<u>31</u>	<u>\$ 5,627</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>8</u>	<u>\$ 1,452</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>39</u>	<u>\$ 7,079</u>
Total Issue Area		48	\$ 8,687	16	\$ 2,880	4	\$ 720	24	\$ 4,332	8	\$ 1,440	0	\$ -	100	\$ 18,059
K. Population and Housing															
Shawna Scott	\$139.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Emily Creel	\$102.30	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>
Total Issue Area		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
L. Public Services and Utilities															
Greg Chittick	\$180.00	0	\$ -	4	\$ 720	2	\$ 360	8	\$ 1,440	4	\$ 720	0	\$ -	18	\$ 3,240
John Peirson	\$220.00	<u>0</u>	<u>\$ -</u>	<u>8</u>	<u>\$ 1,760</u>	<u>2</u>	<u>\$ 440</u>	<u>8</u>	<u>\$ 1,760</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>18</u>	<u>\$ 3,960</u>
Total Issue Area		0	\$ -	12	\$ 2,480	4	\$ 800	16	\$ 3,200	4	\$ 720	0	\$ -	36	\$ 7,200
M. Transportation and Circulation															
Joe Fernandez	\$148.50	0	\$ -	8	\$ 1,188	4	\$ 594	8	\$ 1,188	2	\$ 297	0	\$ -	22	\$ 3,267
John Peirson	\$220.00	<u>0</u>	<u>\$ -</u>	<u>8</u>	<u>\$ 1,760</u>	<u>4</u>	<u>\$ 880</u>	<u>16</u>	<u>\$ 3,520</u>	<u>2</u>	<u>\$ 440</u>	<u>0</u>	<u>\$ -</u>	<u>30</u>	<u>\$ 6,600</u>
Total Issue Area		0	\$ -	16	\$ 2,948	8	\$ 1,474	24	\$ 4,708	4	\$ 737	0	\$ -	52	\$ 9,867
N. Water Resources															
Perry Russell	\$159.50	0	\$ -	80	\$ 12,760	12	\$ 1,914	24	\$ 3,828	4	\$ 638	0	\$ -	120	\$ 19,140
Cay Fitzgerald	\$104.50	0	\$ -	16	\$ 1,672	0	\$ -	8	\$ 836	0	\$ -	0	\$ -	24	\$ 2,508
Joel Degner	\$126.50	0	\$ -	8	\$ 1,012	0	\$ -	8	\$ 1,012	4	\$ 506	0	\$ -	20	\$ 2,530
Chris Woods	\$126.50	<u>0</u>	<u>\$ -</u>	<u>40</u>	<u>\$ 4,180</u>	<u>0</u>	<u>\$ -</u>	<u>8</u>	<u>\$ 836</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>48</u>	<u>\$ 5,016</u>
Total Issue Area		0	\$ -	144	\$ 19,624	12	\$ 1,914	48	\$ 6,512	8	\$ 1,144	0	\$ -	212	\$ 29,194



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## P66-Rail Spur - Estimated Revised DEIR Cost Details

Key Staff	Rate	Initial DEIR Response to Comments		Revised Administrative Draft EIR		Revised Public Draft EIR		Administrative Final EIR Response to Comments		Final EIR		Public/ County Meetings		Total	
		(\$/hr)	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours
O. Document Preparation and QA/QC															
John Peirson	\$220.00	90	\$ 19,800	24	\$ 5,280	8	\$ 1,760	60	\$ 13,200	8	\$ 1,760	0	\$ -	190	\$ 41,800
Bonnie Luke	\$140.00	41	\$ 5,740	8	\$ 1,120	16	\$ 2,240	32	\$ 4,480	16	\$ 2,240	0	\$ -	113	\$ 15,820
Brittney Stevens	\$120.00	<u>0</u>	<u>\$ -</u>	<u>8</u>	<u>\$ 960</u>	<u>16</u>	<u>\$ 1,920</u>	<u>8</u>	<u>\$ 960</u>	<u>8</u>	<u>\$ 960</u>	<u>0</u>	<u>\$ -</u>	<u>40</u>	<u>\$ 4,800</u>
Total Document Preparation and QA/QC		131	\$ 25,540	40	\$ 7,360	40	\$ 5,920	100	\$ 18,640	32	\$ 4,960	0	\$ -	343	\$ 62,420
P. Project Management															
John Peirson	\$220.00	16	\$ 3,520	24	\$ 5,280	10	\$ 2,200	8	\$ 1,760	8	\$ 1,760	16	\$ 3,520	82	\$ 18,040
Brittney Stevens	\$120.00	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>0</u>	<u>\$ -</u>	<u>4</u>	<u>\$ 480</u>	<u>0</u>	<u>\$ -</u>	<u>4</u>	<u>\$ 480</u>
Total Program Management		16	\$ 3,520	24	\$ 5,280	10	\$ 2,200	8	\$ 1,760	12	\$ 2,240	16	\$ 3,520	86	\$ 18,520
Total Direct Labor		233	\$ 44,864	728	\$ 112,666	145	\$ 23,511	508	\$ 86,867	147	\$ 24,611	32	\$ 6,880	1,793	\$ 299,400
Other Direct Costs															
Travel			\$ 850		\$ 110		\$ -		\$ -		\$ -		\$ 200		\$ 1,160
Mailing			\$ -		\$ 100		\$ 100		\$ 100		\$ 120		\$ -		\$ 420
Printing and Binding			\$ -		\$ 682		\$ 5,513		\$ 251		\$ 6,263		\$ -		\$ 12,708
Communication			\$ -		\$ 200		\$ 50		\$ 50		\$ 50		\$ -		\$ 350
G&A on Other Direct Costs			\$ 85		\$ 109		\$ 566		\$ 40		\$ 643		\$ 20		\$ 1,464
Total Other Direct Costs			\$ 935		\$ 1,201		\$ 6,229		\$ 441		\$ 7,076		\$ 220		\$ 16,102
Total EIR		233	\$ 45,799	728	\$ 113,868	145	\$ 29,740	508	\$ 87,308	147	\$ 31,687	32	\$ 7,100	1,793	\$ 315,501

## EXHIBIT C

P66 Rail-Estimated Schedule for Revised DEIR

ID	Task Name	Duration	Q1		Q2			Q3			Q4	
			M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9
1												
2	<b>Administrative Draft EIR</b>	<b>12.8 wks</b>										
3	Finalize Draft Sections of EIR	2 emons										
4	Submit to County	0 days										
5	County Review	4 ewks										
6	<b>Public Draft EIR</b>	<b>3.2 wks</b>										
7	Finalize Public Draft EIR	2 ewks										
8	Submit to County	0 days										
9	County Review of Camera Ready Copy	2 edays										
10	Print Public Draft EIR	4 edays										
11	Mail DEIR	0 days										
12	County Distribute Draft EIR	2 edays										
13	<b>Public Comment Period</b>	<b>6.4 wks</b>										
14	Start of 45-Day Public Comment Period	0 edays										
15	45-Day Public Comment Period	45 edays										
16	Close of Public Comment Period	0 days										
17	<b>Administrative Final EIR</b>	<b>9 wks</b>										
18	Review and Assign Comments	1 ewk										
19	Draft Response to Comments	4 ewks										
20	Edit Public Draft EIR	4 ewks										
21	Submit to County	0 days										
22	County Review	4 ewks										
23	<b>Final EIR</b>	<b>2.8 wks</b>										
24	Finalize EIR	2 ewks										
25	Submit to County	0 days										
26	County Review of Camera Ready Copy	2 edays										
27	Print Final EIR	3 edays										
28	Release Final EIR	0 days										